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UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA
WESTERN DIVISION

R. ALEXANDER ACOSTA, SECRETARY
OF LABOR, UNITED STATES
DEPARTMENT OF LABOR,

Plaintiff,

GINGER GREEN, INC., a corporation;
CHANG LEE, an individual;
HYE KYUNG LEE, an individual;
HAE LEE, an individual;
AQUA FASHION, INC., a corporation;
GILSU PARK, an individual;
JE FASHION, INC., a corporation;
KYU YOUNG YOO, an individual,

Defendants.

Case No. 2:18-cv-4098

COMPLAINT

Violations of Fair Labor Standards Act
("FLSA"), 29 U.S.C § 201 *et seq.*

Plaintiff R. Alexander Acosta, Secretary of Labor, United States Department of
Labor R. ("Secretary"), alleges as follows:

NATURE OF THE ACTION

Defendant Ginger Green is a garment manufacturer whose clothes are made by sweatshop workers who are not paid the minimum wage and overtime required by the Fair Labor Standards Act. Under the Fair Labor Standards Act, as amended, these garments are “hot goods” that must not be introduced into commerce. The Secretary brings this action under Section 17, 29 U.S.C. § 217, of the Fair Labor Standards Act, as amended, 29 U.S.C. §§ 201-219 (“FLSA” or the “Act”), to enjoin corporate Defendants Ginger Green, Inc. (“Ginger G”), Aqua Fashion, Inc. (“Aqua”) and JE Apparel, Inc. (“JE”) and the individual defendants from (1) continuing to violate the “hot goods” provision of the FLSA, 29 U.S.C. § 15(a)(1); (2) obstructing the Secretary’s investigation; and (3) failing to disgorge ill-gotten gains that have resulted from violations of the FLSA in an amount equal to the back wages due to employees of garment contractors Aqua and JE.

The Secretary also seeks to enjoin Defendants Aqua, JE, Park, and Yoo from violating the Act’s minimum wage, overtime, and recordkeeping provisions, 29 U.S.C. §§ 15(a)(2), 15(a)(5), and to recover unpaid minimum wage and overtime compensation owed under the FLSA to Aqua and JE employees, including those listed by name on the attached Exhibit A to this Complaint, together with an equal amount as liquidated damages, under Section 16(c) of the FLSA, 29 U.S.C. § 216(c).

PARTIES

1. The Plaintiff, R. Alexander Acosta is the United States Secretary of Labor.

2. Defendant Ginger G is and at all times material has been a California corporation, with an office and place of business at 3616 Noakes Street, Los Angeles, California, 90023, and a registered business address of 1015 S. Crocker Street, Suite Q-16, Los Angeles, California, 90021, within the jurisdiction of this Court.

a. Defendant Ginger G is and at all times material has been a Garments manufacturer (also called a “jobber”) who sells its clothes to retailers such as T.J. Maxx, Ross, and Marshalls.

1 b. After Ginger G secures an order for garments with a retailer, it contracts
2 with a sewing factory to complete the garments. Ginger G supplies the cut fabric, design
3 and other style requirements to the factory.

4 3. Defendant Chang “Jerrold” Lee, an individual, resides in Pasadena,
5 California within the jurisdiction of this Court, and is the treasurer and 20 percent owner
6 of Ginger Green, Inc.

7 4. Defendant, Hye Kyung Lee, an individual, resides in Pasadena, California
8 within the jurisdiction of this Court, and is the president and 40 percent owner of Ginger
9 Green, Inc.

10 5. Defendant, Hae Lee, an individual, resides in Pasadena, California within
11 the jurisdiction of this Court, and is the secretary and 40 percent owner of Ginger Green,
12 Inc.

13 6. Defendant Aqua is and at all times material has been a California
14 corporation, with an office and place of business at 6600 S. Avalon Blvd., Unit B-2, Los
15 Angeles, California, within the jurisdiction of this Court.

16 a. Defendant Aqua is a sewing contractor that produces finished garments for
17 Defendant Ginger G. At the time the Secretary’s wage and hour investigators visited
18 Defendant Aqua’s production shop, approximately 90 percent of the garments that were
19 being worked on at the time belonged to Defendant Ginger G.

20 b. At all relevant times, Aqua has been an employer under Section 3(d) of the
21 FLSA, 29 U.S.C. § 203(d), in relation to the employees listed on Exhibit A to this
22 Complaint and any other employee not listed on Exhibit A to this Complaint during the
23 relevant time period who is not known to the Secretary at this time.

24 7. Defendant Gilsu Park, an individual, who resides in Los Angeles,
25 California, within the jurisdiction of this Court, is the owner of Aqua, and at all times
26 acted directly or indirectly in the interest of Aqua in relation to its employees, including
27 hiring employees, maintaining employment records, and determining employment
28 practices. As such, Gilsu Park is individually liable as an employer under Section 3(d) of

1 the FLSA, 29 U.S.C. § 203(d), for back wages and liquidated damages owed to Aqua's
2 employees.

3 8. Defendant Ginger G has contracted with Defendant Aqua to produce
4 Ginger G textiles for approximately the past year.

5 9. Defendant JE is and at all times material has been a California corporation,
6 with an office and place of business 71 Spectrum Blvd., Las Vegas, Nevada 89101. JE
7 has sufficient minimum contacts in California, such that it is in the jurisdiction of this
8 Court.

9 a. Defendant JE is a sewing contractor that subcontracts with Aqua to produce
10 clothes for Ginger G.

11 b. At all relevant times, JE has been an employer under Section 3(d) of the
12 FLSA, 29 U.S.C. § 203(d), in relation to the employees listed on Exhibit A to this
13 Complaint and any other employee not listed on Exhibit A to this Complaint during the
14 relevant time period who is not known to the Secretary at this time.

15 10. Defendant Kyu Yung Yoo, an individual, owns and operates JE,
16 conducting a substantial part of JE's business in California with Aqua and Ginger G,
17 within the jurisdiction of this Court. Kyu Yung Yoo at all times acted directly or
18 indirectly in the interest of JE in relation to its employees, including hiring employees,
19 maintaining employment records, and determining employment practices. As such, Kyu
20 Yung Yoo is individually liable as an employer under Section 3(d) of the FLSA, 29
21 U.S.C. § 203(d), for back wages and liquidated damages owed to Aqua's employees.
22

23 **JURISDICTION AND VENUE**

24 11. This Court has subject matter jurisdiction under Section 17 of the FLSA, 29
25 U.S.C. § 217; this Court also has subject matter jurisdiction under 28 U.S.C. § 1331
26 (federal question) and under 28 U.S.C. § 1345 (United States as plaintiff).
27

28 12. Venue lies in the United States District Court for the Central District of
California under 28 U.S.C. § 1391(b) because a substantial part of the events or

omissions giving rise to the Secretary's claims occurred in this district, specifically, Los Angeles, California.

GENERAL ALLEGATIONS

13. At all relevant times, Defendant Ginger G was an enterprise engaged in commerce or in the production of goods for commerce within the meaning of § 3(s)(1)(A), 29 U.S.C. § 203(s)(1)(A), because (i) Ginger G had employees engaged in commerce or in the production of goods for commerce, or employees handing, selling, or otherwise working on goods or materials that have been moved in or produced for commerce by any person; and (ii) Ginger G had an annual gross volume sales made or business done of not less than \$500,000.

14. At all relevant times, Defendant Aqua employed employees who were engaged in commerce or in the production of goods for commerce, or who were employed in an enterprise engaged in commerce or in the production of goods for commerce within the meaning of § 3(s)(1)(A), 29 U.S.C. § 203(s)(1)(A), because (i) Aqua had employees engaged in commerce or in the production of goods for commerce, or employees handing, selling, or otherwise working on goods or materials that have been moved in or produced for commerce by any person; and (ii) on information and belief, Aqua had an annual gross volume sales made or business done of not less than \$500,000.

15. At all relevant times, Defendant Aqua was and is an employer within the meaning of the FLSA § 3(d), 29 U.S.C. § 203(d).

16. At all relevant times, Defendant Park was and is an employer within the meaning of the FLSA § 3(d), 29 U.S.C. § 203(d).

17. At all relevant times, Defendant JE employed employees who were engaged in commerce or in the production of goods for commerce, or who were employed in an enterprise engaged in commerce or in the production of goods for commerce within the meaning of § 3(s)(1)(A), 29 U.S.C. § 203(s)(1)(A), because (i) JE had employees engaged in commerce or in the production of goods for commerce, or employees

1 handing, selling, or otherwise working on goods or materials that have been moved in or
 2 produced for commerce by any person; and (ii) on information and belief, JE had an
 3 annual gross volume sales made or business done of not less than \$500,000.

4 18. At all relevant times, Defendant JE was and is an employer within the
 5 meaning of the FLSA § 3(d), 29 U.S.C. § 203(d).

6 19. At all relevant times, Defendant Yoo was and is an employer within the
 7 meaning of the FLSA § 3(d), 29 U.S.C. § 203(d).

8
 9 **FIRST CAUSE OF ACTION**
 10 **(Violating Hot Goods Provision of the FLSA)**

11 20. Defendants have violated and continue to violate Section 15(a)(1) of the
 12 FLSA which prohibits “any person” from introducing goods produced in violation of § 6
 13 or § 7 of the FLSA into interstate commerce, 29 U.S.C. 215(a)(1), by shipping
 14 transporting, selling, or intending to ship, transport or sell, goods in interstate commerce
 15 that were made by workers in Aqua’s factory and JE’s factory who were not paid
 16 minimum wage or overtime, in violation of § 6 or § 7 of the FLSA.

17 21. In April 2018, the Wage and Hour Division, U.S. Department of Labor
 18 (“Wage and Hour Division”) began an investigation of Defendant Aqua. The
 19 investigation revealed that Aqua failed to pay its employees all of the minimum wage
 20 and overtime required under the FLSA §§ 6, 7, and 15(a)(2), 29 U.S.C. §§ 206, 207, and
 21 215(a)(2), while working on garments for Ginger G. Aqua also failed to maintain
 22 adequate and accurate records of the hours worked and wages paid to its workers, as
 23 required by the FLSA, Section 11(c), 29 U.S.C. § 211(c).

24 22. On April 9, 2018, the Wage and Hour Division, U.S. Department of Labor
 25 conducted a site visit to Aqua’s production shop and identified a number of styles and
 26 cuts that were actively being produced.

27 23. The attached Exhibit B lists some of the Ginger G garments that Aqua’s
 28 employees worked on during the period of the last 90 days.

24. The Secretary’s investigation disclosed that Ginger G had already shipped

1 in commerce approximately 90 percent of the garments listed on Exhibit B.

2 25. On April 10, 2018, the Wage and Hour Division conducted a site visit of
3 Ginger G's establishment. At this time Defendant Ginger G was notified of the
4 Secretary's findings regarding the violations of Ginger G's sewing contractor, Aqua, and
5 that Ginger G was in possession of goods produced by workers who were not paid
6 required minimum wage and overtime compensation, also known as "hot goods."
7 Defendant Ginger G was asked to voluntarily restrain from shipping the goods worked
8 on by Aqua employees, including goods listed on Exhibit B. Defendant Ginger G,
9 through Jerrold Lee, agreed it would not ship or sell these goods until notified that
10 Aqua's workers had received restitution and the "taint" was removed from the goods.
11 Jerrold Lee signed the Secretary's form regarding the same on behalf of Ginger G.

12 26. On May 8, 2018, the Wage and Hour Division inspected Defendant JE's
13 factory. The investigation revealed that JE failed to pay its employees all of the
14 minimum wage and overtime required under the FLSA §§ 6, 7, and 15(a)(2), 29 U.S.C.
15 §§ 206, 207, and 215(a)(2), while working on garments for Ginger G through a
16 subcontract with Aqua. JE also failed to maintain adequate and accurate records of the
17 hours worked and wages paid to its workers, as required by the FLSA, Section 11(c), 29
18 U.S.C. § 211(c).

19 27. The attached Exhibit C is a list of some Ginger G goods that JE worked on
20 in the last 90 days.

21 28. On information and belief, Defendant Ginger G continues to ship hot goods,
22 or intends to ship or sell hot goods, despite notification that the goods were made in
23 violation of the FLSA. As such Defendant has willfully violated and continues to violate
24 the hot goods provision of the FLSA, despite written agreement to restrain shipment.

25 29. On information and belief, Defendant Aqua has continued to ship hot goods
26 to Ginger G since the April 9, 2018 site visit. As such, Aqua has willfully violated and
27 continues to violate the FLSA.

28 30. As a result of the violations of the hot goods provision of the FLSA,

1 Defendants have received ill-gotten gains because the Aqua and JE employees who
2 produced goods for Ginger G were paid substandard wages, benefiting Defendants
3 unfairly, and subjecting others to unfair competition in commerce, in violation of the
4 FLSA.

5 6 **SECOND CAUSE OF ACTION**

7 **(Unlawful Interference with FLSA Investigation)**

8 31. Defendants have interfered with the Secretary's ability to investigate and
9 gather data regarding conditions and practices of employment in the garment industry,
10 and to investigate such facts, conditions, practices, or matters as he may deem necessary
11 or appropriate to determine whether any person has violated any provision of the FLSA,
12 or which may aid in the enforcement of the provisions of the FLSA, in violation of
13 Section 11(a) of the FLSA, 29 U.S.C. § 211(a). Specifically, Defendant Ginger G, by
14 and through its agents, directed Aqua not to show the Department of Labor officials
15 what was inside any boxes at the Aqua shop that belonged to Ginger G. Defendant Aqua
16 followed Ginger G's directive.

17 32. The Secretary's wage and hour investigators observed sealed boxes with the
18 same style numbers as the garments at Aqua's shop that were produced in violation of
19 the FLSA. The owners of Ginger G, including Jerrold Lee, refused to open the boxes for
20 examination, or to tell investigators what specific garment cuts were in the boxes.

21 33. As a result of this obstruction, the investigators are unable to determine
22 which garments have been shipped or are presently in commerce. The Secretary needs
23 this information in order to notify downstream purchasers of the hot goods that were
24 made by workers paid substandard wages. Without this information, these hot goods will
25 enter the stream of commerce to compete with law-abiding competitors, therefore
26 awarding Ginger G an advantage over competitors whose goods were produced in
27 compliance with FLSA and who do not benefit from substandard labor conditions.
28

THIRD CAUSE OF ACTION

(Violation of Minimum Wage Provisions of the FLSA)

34. Defendants Aqua and Park have willfully violated and continue to violate Section 6 and 15(a)(2) of the FLSA, 29 U.S.C. §§ 206 and 215(a)(2), by failing to pay employees at least the federal minimum wage of \$7.25 for all hours worked in workweeks when the employees were employed in an enterprise engaged in commerce or in the production of goods for commerce, within the meaning of the FLSA. Specifically, Defendants Aqua and Park paid employees a piece rate that consistently fell below the hourly minimum wage, resulting in wages as low as \$2.25 per hour.

35. Defendants JE and Yoo have willfully violated and continue to violate Section 6 and 15(a)(2) of the FLSA, 29 U.S.C. §§ 206 and 215(a)(2), by failing to pay employees at least the federal minimum wage of \$7.25 for all hours worked in workweeks when the employees were employed in an enterprise engaged in commerce or in the production of goods for commerce, within the meaning of the FLSA. Specifically, Defendants JE and Yoo paid employees a piece rate that consistently fell below the hourly minimum wage.

FOURTH CAUSE OF ACTION

(Violation of Overtime Provisions of the FLSA)

36. Defendants Aqua and Park have willfully and repeatedly violated, and continue to violate, Sections 7 and 15(a)(2) of the FLSA, 29 U.S.C. §§ 207 and 215(a)(2). Aqua's employees routinely worked well over 40 hours per workweek, regularly working 6 or 7 days per week. In each workweek from at least April 6, 2016 to the present, Defendants Aqua and Park failed to pay employees at rates not less than one and one-half times the employees' regular rate of pay in workweeks when the employees worked more than 40 hours; employees worked more than 40 hours nearly all workweeks. Aqua employees are paid a piece rate regardless of how many hours they

1 work each workweek, or how low the resulting hourly wage.

2 37. Defendants JE and Yoo have willfully and repeatedly violated, and continue
3 to violate, Sections 7 and 15(a)(2) of the FLSA, 29 U.S.C. §§ 207 and 215(a)(2). JE's
4 employees worked well over 40 hours per workweek. Defendants JE and Yoo failed to
5 pay employees at rates not less than one and one-half times the employees' regular rate
6 of pay in workweeks when the employees worked more than 40 hours. JE employees are
7 paid a piece rate regardless of how many hours they work each workweek, or how low
8 the resulting hourly wage.

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10 **FIFTH CAUSE OF ACTION**

11 **(Violation of Recordkeeping Provisions of the FLSA)**

12 38. Defendants Aqua and Park have willfully violated, and continue to violate,
13 Sections 11 and 15(a)(5) of the FLSA, 29 U.S.C. §§ 211 and 215(a)(5), by failing to
14 maintain, keep, make available (to authorized agents of the Secretary for inspection,
15 transcription, and/or copying, upon their written demand for such access), and preserve
16 records of employees and of the wages, hours, and other conditions and practices of em-
17 ployment maintained. Specifically, employees do not clock in or out, or otherwise doc-
18 ument their hours worked for Aqua. As such, there is no record of actual hours worked.

19 39. Defendants JE and Yoo have willfully violated, and continue to violate,
20 Sections 11 and 15(a)(5) of the FLSA, 29 U.S.C. §§ 211 and 215(a)(5), by failing to
21 maintain, keep, make available (to authorized agents of the Secretary for inspection,
22 transcription, and/or copying, upon their written demand for such access), and preserve
23 records of employees and of the wages, hours, and other conditions and practices of em-
24 ployment maintained. Specifically, employees do not clock in or out, or otherwise doc-
25 ument their hours worked for Aqua. As such, there is no record of actual hours worked.
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PRAYER FOR RELIEF

WHEREFORE, cause having been shown, the Secretary prays for a judgment:

A. Pursuant to Section 17 of the FLSA, 29 U.S.C. § 217, permanently enjoining and restraining Defendants, their officers, agents, servants and employees, and all persons in active concert or participation with them, from violating the provisions of Section 15(a)(1) of the FLSA, 29 U.S.C. § 215(a)(1), including disgorgement of amounts sufficient to afford restitution to workers paid substandard wages for their work on Ginger G garments, including employees of Aqua and JE who worked on goods identified in this action and were not paid for their work as required by the FLSA's minimum wage and overtime provisions, 29 U.S.C. Sections §§ 206 and 207, and restraining them from obstructing the Secretary's investigation

B. For an Order under Section 17 of the FLSA, 29 U.S.C. § 217, permanently enjoining and restraining Defendants Aqua, JE, Park, and Yoo, their officers, agents, servants and employees, and all persons in active concert or participation with them, from violating the provisions of Sections 6, 7, 11, 15(a)(2) and 15(a)(5).

C. For an Order under Section 16(c) of the FLSA, 29 U.S.C. § 216(c) finding Defendants Aqua, JE, Park, and Yoo liable for unpaid minimum wage and overtime compensation due to all of their employees employed during the relevant period including the employees listed in the attached Exhibit A and other employees not presently known to the Secretary, and an additional equal amount as liquidated damages.

D. In the event the Court does not award liquidated damages, for an Order restraining Defendants Aqua, JE, Park, and Yoo, and their officers, agents, servants, employees and those persons in active concert or participation with Defendants under Section 17 of the FLSA, 29 U.S.C. § 217, from withholding payment of unpaid back wages found to be due Defendants' employees, and pre-judgment interest at an appropriate interest rate;

E. Such other and further relief as the Court deems necessary.

1 Dated: May 16, 2018

KATE S. O'SCANNLAIN
Solicitor of Labor

2
3 JANET M. HEROLD
4 Regional Solicitor

5 SUSAN SELETSKY
6 Counsel for FLSA

7 /s/ Susan Seletsky

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9 Attorneys for the Plaintiff Secretary
10 U.S. DEPARTMENT OF LABOR
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EXHIBIT A**JE Fashion, Inc.**

First Name	Last Name
Bonafacio	Aguilar
Santos	Alejandro
Kevin	Alvarez
Luis	Alvarez
Miriam	Alvarez
Yolanda	Arjona
Marlen	Arroyo
Maricela	Bonelli
Antonieta	Can
Angel	Cardenas
Arcenia	Cardenas
Fernando	Castro
Miriam	De Leon
David	Duarte
Maria	Duque
Francisco	Enriquez
Alejandra	Escobar
Alex	Escobar
Raymond	Franco
Astrid	Garido
Mirian	Guererra
Sara	Hernandez
Liliana	Hidalgo
Alfredo	Huizar
Angelina	Islas
Viviana	Jesusita
Santos	Juanita
Santos	Juanta
Eduardo	Melo
Guadalupe	Monroy
Mercyle	Paredes
Martha	Pec
Maria	Pena
Anai	Rea
Noemi	Reyes

1	Alberto	Rosete
2	Edwin	Sajhe
3	Fidela	Sanchez
4	Gabriella	Soto
5	Maria	Teran
6	Alfonso	Unknown
7	Donato	Unknown
8	Ely	Unknown
9	Falda	Unknown
10	Fernando	Unknown
11	Francisco	Unknown
12	Leticia	Unknown
13	Nancy	Unknown
14	Susy	Unknown
15	Teresa	Unknown
16	Uarisely	Unknown
17	Yuri	Unknown
18	Flor	Vasquez
19	Yanett	Vasquez
20	Jose	Veliz
21	Ezequiel	Zubruno

Aqua Fashion, Inc.

First Name	Last Name
Lopez	Alejandro
Martinez	Ana
Aleman	Angelica
Juan Felix	Angelina
Sandoval	Angelina
Granados	Antonia
Esquivel	Brenda
Francisco	Candelaria
Flores	Carlos
Torres	Carmen
Huesca	Cirilo
De Leon	Donald
Hernandez	Elena
Juarez	Elia
	Francisca
Moreno	Castano
	Gregoria
Ordenez	Martha
Lopantci	Guillermirena
Serrano	Janice
Molina	Javier
Lee	Joanne
Cambray	Jorge
Gutierrez	Jorge
Hernandez	Juana
Gonzalez	Julio
Pastor	Justo
Lopez	Lilia
Moyaho	Lorena
Baltazar	Magdalena

1		Maria
2	Munoz	Dominga
3	Rosales	Maria Irma
4	Beltran	Maria
5	Bernal	Maria
6	Miguel	Maria
7	Leon	Mauro
8	Ferrera	Mercedes
9	Flores	Rocio
10	Flores	Roxana
11	Maldonado	Santa
12	Lopez	Santiago
13	Marcelino	Susana
14	Ajin	William
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EXHIBIT B

Hot Goods from Aqua Fashion

Style	Cut	Quantity	Sewing Fee	Retailer	Shipping Date
K7086-PRS-JS84		1206			03/29/18
K5359PS-JS92		912			03/29/18
K53356SIM141		717			03/27/18
K5286(ROSS)	2614	483	\$ 2.10	Ross	
K7377(TJM)	2878	3672	\$ 1.10	TJ Maxx	
K7377(TJM) Partial	2880	4812	\$ 1.10	TJ Maxx	
M3935	2923	1290	\$ 1.80	Ginger G.	
M3935	2933	870	\$ 1.80	Ginger G.	
K5404-1	2937	660	\$ 1.90	Ginger G.	
L2165	2939	720	\$ 1.60	Ginger G.	
K5383	2942	180	\$ 2.20	Ginger G.	
K7530-3(TJM)	2945	2382	\$ 2.20	TJ Maxx	
K5127(TJM)	2958-2	3060	\$ 1.50	TJ Maxx	03/14/18
K5127	2959-2	806			03/14/18
K5432(TJM)	2973	612	\$ 1.10	TJ Maxx	
K4112TD	2978	2895		Marshalls	02/26/18
K8989(TJM)	2981	3672	\$ 2.40	TJ Maxx	
K8989	2982	3655			02/26/18
K8989	2983	3660			02/23/18
K8997(TJM)	2990	4896	\$ 1.30	TJ Maxx	
K4865	2991	2424		Marshalls	03/05/18
K4865	2993	2448		TJ Maxx	03/05/18
K4865	2994	2440		Marshalls	03/02/18
K4865	2995	2126		TJ Maxx	03/05/18
K4613(MAR)	3006-1	3060	\$ 1.20	Marshals	02/23/18
K4613	3006-2	3036		Marshalls	02/23/18
K7240(TJM)	3011-1	3060	\$ 1.30	TJ Maxx	
K5408	3021	834	\$ 1.80	Ginger G.	
K535652M141	3028	2052		Suzy Shier	04/04/18
K7980(STOCK)	3047	3606	\$ 1.40	Stock	
K7980C	3066	360	\$ 1.60	Ginger G.	
K7980-3	3074	1812	\$ 1.60	Ginger G.	

L2202	3081	402	\$ 2.00	Ginger G.	
K4488F1Eclipse)	3082	500	\$ 1.50	Eclipse	
K4488F1	3084	636	\$ 1.40	Gaudy/G.G.	03/20/18
K7980-3(BOHME)	3086	1827	\$ 1.60	Bohme/G.G	
K4488TD	3094	1194	\$ 1.40	Ginger G.	03/29/18
K5309-2	3098	330	\$ 1.60	Bohme/G.G./Buff	
K5342-1	3099	360	\$ 1.40	Bohme/G.G.	
K4057-EL95	3104	487		Ross	03/02/18
K4057-SM	3105	484		Ross	03/02/18
K5489	3106	552	\$ 1.40	Buffalo/G.G.	
K5242	3119	792		Suzy Shier	
K7980R-CI	3123	700		Ross	
K7980R-CI	3124	6330		Ross	
L1695-3	3145	1034		Suzy Shier	03/24/18
K5309-2	3148	120	\$ 1.60	Gaudy Me	
K5309-3	3149	120	\$ 1.60	Gaudy Me	
K5484	3154	360		Gaudy Me	
K5484	3155	960		Ginger G.	
4799(Gaudy)	3158	945	\$ 1.70	Gaudy Me	
K7980-3	3172	2826	\$ 1.60	Ginger G.	
K7822	3175	1074	\$ 1.40	CK21/G.G.	
K5484	3199	1269		Suzy Shier	
M3935	3206	1200	\$ 1.60	Ginger G.	03/20/18
L2334	3223	726	\$ 1.80	Ginger G.	
K535652M41	3028-1	720		Suzy Shier	03/30/18
K5359VT31	3228-1	1302		Win/CM	03/23/18
K53595...	3229-1	1298			03/30/18
K5359...	3229-1	1302		Win/CM	03/23/18
8101-JS65	3239	2393		TJ Maxx	03/17/18
8101-JS65	3240	2492		Marshalls	03/17/18
8101SIM129	3242-2	3053		Marshalls	03/21/18
8101SIM129	3242-2	3060		Marshalls	03/09/18
K7730(MAR)	3246	4848	\$ 1.00	Marshalls	03/13/18
K8497	3247	4858		TJ Maxx	04/02/18
K4366TD	3250	1407		TJ Maxx	03/26/18
K5471	3259	2421		TJ Maxx	03/26/18

K7377	3263	4292		Marshalls	03/19/18
K4753	3272	2412	\$ 2.30	Marshalls	
K4608TD	3273	3668		TJ Maxx	03/23/18
K5097	3275-2	2256		TJ Maxx	04/07/18
K4865	3290	4302	\$ 1.10	Marshalls	
K5383RS(ROSS)	3292	1050	\$ 2.00	Ross	03/16/18
K5387	3315	312		Ginger G.	04/05/18
K5387	3316	294		Coco & Main	04/05/18
K4488R	3321	472		Gaudy Me	03/29/18
K5348	3326	348		Buffalo/G.G.	04/04/18
K5484	3334	297		Coco & Main	04/07/18
K8823	3336	300	\$ 1.70	Roolee	03/27/18
K7980ST3	3337	364		Gaudy Me	03/26/18
K7980ST3	3338	720	\$ 1.60	Ginger G.	03/24/18
L2351	3342	1224		Suzy Shier	
L2351	3343	210		Ginger G.	
K5375-1	3372	978		Ross	
K7086-PRS-JS86	3387	1195		Ross	04/04/18
K7086-PRS-XB87	3388	2419		Ross	03/26/18
K5359PS-JS92	3389	891			04/03/18
K5481	3393	2149		Suzy Shier	
K5383-1	3399	801		Suzy Shier	
K5480	3406	400		Eclipse	04/13/18
K7980ST3	3411	480	\$ 1.60	Scheels	03/26/18
K4875	3420	450		Ginger G.	
K7125-1	3421	4824		TJ Maxx	04/17/18
K7125-2	3422	4848		Marshalls	04/18/18
K7125	3424	3636		Marshalls	
K7125	3425	570		Scheels/G.G.	04/18/18
4879	3426	2739			03/31/18
4879	3476	2748	\$ 1.60	Ginger G.	
K7730	3507	2424		TJ Maxx	
K5471	3508	4846		Marshalls	04/03/18
K4613	3510	1620		Marshalls	04/16/18
K5471	3516	4033		TJ Maxx	04/03/18
K7730	3518	1872		Marshalls	
L2314	3524	864		Ross	
K4662	3531	654		Ginger G.	
K5439-1	3537	600		Gaudy Me/Buf/G.G.	

K7086-PRS-EL97	3562	1818		Ross	04/15/18
K5439-1	3595	4848		Marshalls	
K5489-1	3596	2598		TJ Maxx	04/15/18
K5489-1	3596	4416		TJ Maxx	
K4488	20393	502		Eclipse	02/22/18

EXHIBIT C

Hot Goods from JE Apparel

Style	Cut	Quantity	Retailer
L2314	3256	864	Ross
K7377(TJM)	2878	3672	TJ Maxx
K7377	2881	4896	Marshalls
K8989	2882	2448	Marshalls
K8989	2883	2448	TJ Maxx
K7530-3(k)	2944	2598	TJ Maxx
K5307TD	2970	3684	TJ Maxx
K4112TD	2978	4896	Marshalls
K8989	2983	3672	Marshalls
K7377	2984	4896	TJ Maxx
K4865	2991	2424	Marshalls
K4865	3200	2155	
K7377	3261	3648	
K4865	3290	4302	Marshalls
K5375-1	3372	976	
R2611	13297	1197	
R4187	13298	1063	
F4404	13406	2948	
R4286TD	13415	2610	
K4613(MAR)	20264	3036	
K4488	20393	502	
K1412TD	2026-1	1836	
K5127	2958-1	3060	TJ Maxx
K4503	2975-1	3144	TJ Maxx
K4613(MAR)	3006-1	3060	Marshalls
K7240(TJM)	3011-1	3060	TJ Maxx
8101JS40	3241-1	3060	TJ Maxx
8101JS40	3244-2	3060	TJ Maxx

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